

Pulaski, NY

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U.S. DISTRICT COURT
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Prepared by and to be returned to:
Law Offices of Robert P. Schulman
3333 New Hyde Park Road
P. O. Box 5020
New Hyde Park, New York 11042-0020

96 11704

MEMORANDUM OF SUBLICENSE

This Short Form Lease made as of this 25th day of July, 1995, between WOOLCO INC., 233 Broadway, New York, New York 10279 ("Sublandlord") and KIMSWORTH INC., 3333 New Hyde Park Road, P. O. Box 5020, New Hyde Park, New York 11042 ("Subtenant").

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other consideration paid and to be paid by Subtenant to Sublandlord, Sublandlord does demise and let unto Subtenant and Subtenant does take and hire from Sublandlord, upon the terms and conditions and subject to the limitations more particularly set forth in a certain agreement between Sublandlord and Subtenant bearing even date herewith (the "Sublease") the premises more particularly described on Schedule A attached hereto and incorporated herein (said Schedule A being identical to the Schedule A attached to the "Prime Lease" as defined in the Sublease), together with all alley rights, if any, easements, rights and appurtenances in connection therewith or thereunto belonging.

The Sublease contains provisions (all of which are hereby incorporated by this reference as if fully set forth at length and notice of all of which is hereby given) including but not limited to the following:

(a) Name and address of Sublandlord: Woolco Inc.
233 Broadway
New York, NY 10279

(b) Name and address of Subtenant: Kimsworth Inc.
3333 New Hyde Park Road
P. O. Box 5020
New Hyde Park, NY 11042

(c) Demised Premises under the Sublease: As described on Schedule A attached hereto and incorporated herein

(d) Term of Sublease: 1/30/99

(e) Renewal Options: 5 for up to five years each

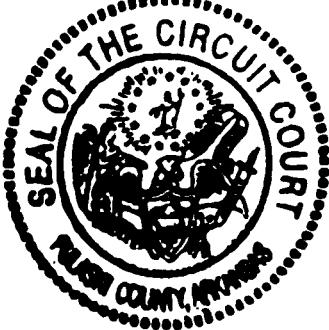
(f) Regarding "Servicing Agreement": Pursuant to a certain "Servicing Agreement" entered into between Sublandlord and Subtenant (and others) all rent payable by any "Existing Subtenant" (as defined in the Servicing Agreement) shall be paid to Subtenant Kimsworth Inc.

(g) Regarding Article 31 of Prime Lease; Rights to Purchase; Rights of First Refusal; Rights to Expand: (A) Reference is made to Article 31 of the Prime Lease (entitled "Restrictive

PWW6400.MEM/LEGAL/LR

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42264 *Return To*
National Code Corporation
225 W. 34th St., Suite 2110
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200



Covenant"). To the extent available to Sublandlord, any rights of Sublandlord pursuant to Article 31 are intended to be enforced for the benefit of Subtenant pursuant to the terms and conditions of the Servicing Agreement, which rights are hereby granted to Subtenant by Sublandlord.

(B) Sublandlord covenants and agrees that if any rights to purchase and/or rights of first refusal to purchase the fee title to the Demised Premises or the Entire Premises or other rights of purchase belonging to Sublandlord pursuant to the Prime Lease, as well as all rights to expand the Demised Premises belonging to Sublandlord pursuant to the Prime Lease, become effective, Subtenant shall have the benefit of such rights to the extent available, and if Subtenant desires Sublandlord to exercise such rights, Sublandlord shall exercise such rights and shall fully cooperate with Subtenant in every way in order to enable Subtenant, at Subtenant's sole cost and expense, to effect the expansion of the Demised Premises or consummation of the desired purchase by Subtenant, as the case may be. The agreement of the parties regarding the election for and exercise of such rights to purchase or first refusal and expansion is contained in the Servicing Agreement.

The Sublease also provides that without Subtenant's prior written consent, Sublandlord shall not sublet or attempt to sublet the Demised Premises, nor grant any consents under the Prime Lease, nor amend, alter, modify, renew, extend, cancel or terminate the Prime Lease, nor assign,

Appendix 1 is attached hereto and made a part hereof.
pledge, mortgage, transfer, convey or in any other manner change or suffer
or permit any change to the Prime Lease.

WITNESSES:

Stella Seely
Phyllis R. Gustin

SUBLANDLORD: WOOLCO INC.

By: J.A.G.
Name: J. A. G. L. Bows Jr.
Title: V.P.

Attest: JFK
Name: S. O'Hara
Title: ASST. SEC'TY.

WITNESSES:

DR

SUBTENANT: KIMSWORTH INC.

By: M.S.P.
Name: Michael S. Parry
Title: President

Attest: RJ
Name: Richard Ridloff
Title: Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 12th day of January, 1996, before me personally appeared Joseph F. Grabowski and Jack F. O'Hara, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be Vice President, and the Assistant Secretary, respectively, of WOOLCO INC., and that as such officers, being duly authorized to do so pursuant to its by-laws or a resolution of its Board of Directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Brenda A. Nemcek
Notary Public

BRENDA A. BECKER NEMCEK
Notary Public, State of New York
No. O1BE5017604
Qualified in New York
Commission Expires Sept. 7, 1997

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this day of , 1995, before me personally appeared and , personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of WOOLCO INC., and that as such officers, being duly authorized to do so pursuant to its by-laws or a resolution of its Board of Directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 28th day of September, 1995, before me personally appeared Michael E. Parry and Richard Ridloff, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the President, and the Secretary, respectively, of KIMSWORTH INC., and that as such officers, being duly authorized to do so pursuant to its by-laws or a resolution of its Board of Directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda Protitch

Notary Public

LINDA PROTITCH
NOTARY PUBLIC, State of New York
No. 30-4678821
Qualified in Nassau County
Commission Expires, May 31, 1998

96 11704

APPENDIX 1

This Memorandum of Sublease is made solely for the purpose of recording the existence of the Sublease in the public records, and it is not intended to modify the Sublease in any way. If there is any conflict or discrepancy between the provisions of this Memorandum of Sublease and the Sublease, the provisions of the Sublease shall prevail.

SCHEDULE A

96 11704

Premises located at 801 John Barrow Road, Little Rock, AR 72205.

DEMISED PREMISES

The demised premises consist of a one-story building (with land thereunder) containing approximately 79,902 square feet to be erected within the Entire Premises described below and situated on the drawing attached hereto and made a part hereof, together with an area contiguous to the westerly line thereof measuring approximately 60 x 85 feet and identified on said drawing as "Garden Center Demised Premises".

ENTIRE PREMISES

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST, LITTLE ROCK, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST;

THENCE RUN N-89°13'-W A DISTANCE OF 1269.75 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD;

THENCE RUN DUE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD A DISTANCE OF 427.21 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING CONTINUE ALONG THE EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD DUE NORTH A DISTANCE OF 215.00 FEET TO AN IRON PIN;

THENCE CONTINUE N-02°54'-E ALONG SAID EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD A DISTANCE OF 394.70 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE I-630;

THENCE RUN N-38°01'-E ALONG SAID RIGHT-OF-WAY LINE OF I-630, A DISTANCE OF 153.50 FEET TO AN IRON PIN;

THENCE RUN S-60°47'13"-E, A DISTANCE OF 497.36 FEET TO A POINT;

THENCE RUN DUE EAST A DISTANCE OF 126.00 FEET TO A POINT;

THENCE RUN DUE SOUTH A DISTANCE OF 525.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE;

THENCE RUN ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 311.67 FEET TO A POINT (RADIUS OF CURVE = 744.05 FEET, CHORD BEARING S-72°00'00"-W, CHORD DISTANCE = 309.39 FEET);

THENCE CONTINUE S-84°00'00"-W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE A DISTANCE OF 90.00 FEET TO A POINT;

THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 139.94 FEET TO A POINT (RADIUS OF CURVE = 1336.29 FEET, CHORD BEARING S-87°00'00"-W, CHORD DISTANCE = 139.87 FEET);

THENCE RUN DUE NORTH 150.00 FEET TO A POINT;

THENCE RUN DUE WEST 150.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.518 ACRES, MORE OR LESS.

ADJACENT PARCEL

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST, LITTLE ROCK, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST;

THENCE RUN N-89°13'-W A DISTANCE OF 1269.75 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD;

THENCE RUN DUE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD A DISTANCE OF 307.21 FEET TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING CONTINUE ALONG THE EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD DUE NORTH A DISTANCE OF 120.00 FEET TO A POINT;

THENCE RUN DUE EAST A DISTANCE OF 150.00 FEET TO A POINT;

THENCE RUN DUE SOUTH A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE;

THENCE RUN DUE WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE 120.00 FEET TO A POINT;

THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING (RADIUS OF CURVE = 30.00 FEET, CHORD BEARING N-45°00'-W, CHORD DISTANCE = 42.43 FEET);

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.513 ACRES, MORE OR LESS.

96 11704

SERVICE DRIVE EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST, LITTLE ROCK, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 13 WEST;

THENCE RUN N-89°13'-W, A DISTANCE OF 1269.75 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD;

THENCE RUN DUE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF JOHN BARROW ROAD A DISTANCE OF 277.21 FEET TO A POINT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE;

THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE OR PROPOSED RILEY DRIVE DUE EAST A DISTANCE OF 150.00 FEET TO A POINT;

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 139.94 FEET TO A POINT (RADIUS OF CURVE = 1336.29 FEET, CHORD BEARING N-87°00'00"-E, CHORD DISTANCE = 139.87 FEET);

THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE N-84°00'00"-E, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE CONTINUE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF PROPOSED RILEY DRIVE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 311.67 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING, (RADIUS OF CURVE = 744.05 FEET, CHORD BEARING N-72°00'00"-E, CHORD DISTANCE = 309.39 FEET)

FROM SAID POINT OF BEGINNING RUN DUE NORTH A DISTANCE OF 200.00 FEET TO A POINT;

THENCE RUN S-38°28'42"-E A DISTANCE OF 164.55 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PROPOSED RILEY DRIVE;

THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE OR PROPOSED RILEY DRIVE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 124.85 FEET TO THE POINT OF BEGINNING (RADIUS OF CURVE = 744.05 FEET, CHORD BEARING S-55°11'35"-W, CHORD DISTANCE = 124.70 FEET).

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.24 ACRE, MORE OR LESS.